STATE OF MICHIGAN
Michigan Department of Transportation
Contract Services Division
425 W. Ottawa – P.O. Box 30050
LANSING, MI 48909

CONTRACT NO. 591B5500192 between THE STATE OF MICHIGAN and

NAME & ADDRESS OF CONTRACTOR:	PRIMARY CONTACT	EMAIL	
Smith's Waterproofing, LLC 3821 Van Dyke Almont, MI 48003	Brandon Smith	Brandon@swcdllc.com	
	TELEPHONE	CONTRACTOR #, MAIL CODE	
	(810) 798-2371 Office (810) 614-6224 Cell	22-63475415 / 001	

STATE CONTACTS	AGENCY	NAME	PHONE	EMAIL
PROGRAM MANAGER:	MDOT	Paul Schiefer	(517) 636-5021	SchieferP1@michigan.gov
CONTRACT ADMINISTRATOR:	MDOT	Mark Morrison	(517) 241-2343	Morrisonm@michigan.gov

		CONTRAC	TSUMM	ARY:	
DESCRIPTION Shot	Blasting of bridge deck	s, multiple locat	ons in 7 Re	gions within MDO	
INITIAL TERM	EFFECTIVE DATE	INITIAL EXPI DATE	RATION	AVAILABLE O	
Three Years	May 1, 2015	April 3	0, 2018	2, one	year options
PAYMENT TERMS	F.O.B	SHIPPED		SHIPPED FRO	M
Net 30 Days	Delivered	N	/A		N/A
ALTERNATE PAYME	NT OPTIONS:			AVAILABLE TO	MIDEAL PARTICIPANTS
☐ P-card)V) 🗆 C	ther	☐ YES	⊠ NO
MINIMUM DELIVERY	the contact in Special designation of the Second Co.				
N/A					
MISCELLANEOUS IN	IFORMATION:				
N/A				+7	
	ACT VALUE AT TIME OF	EXECUTION:	\$437,910.	12	
THIS IS NOT A	N ORDER: This Cont	ract Agreemen	t is awarde	ed on the basis	f our inquiry bearing the
solicitation #00	59115B0004020.	122		/	
FOR THE CON		. (8/ 🛥	FO	OR THE STATE:	
Sm	nith's Waterproofing,	LLC	<u> </u>	- All	Signature
V	Firm Name			Demetrius A. P.	arker, P.E., Administrator
A	uthorized Agent Signat	ure			Name/Title
Brondon	Smith-Nice	Presider	<u></u>		ract Services Division Name of Agency \$-0/-15
, 00	Date	0			Date

Shot-Blasting Bridge Decks

EXHIBIT A STATEMENT OF WORK CONTRACT ACTIVITIES

Requirements

- 1. The Contractor's Responsibilities Include:
 - a. Immediately before placement of thin polymer overlays on bridge decks by MDOT maintenance crews, the Contractor must clean the entire deck surface by shot-blasting. The prepared deck surface must meet the International Concrete Repair Institute Technical Guideline No. 310.2R-2013, Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays and Concrete Repair, concrete surface profile 7 (CSP 7). Mortar which is sound, and soundly bonded to the coarse aggregate, must have open pores due to cleaning to be considered adequate for bond. Traffic paint lines and deck tining must be removed. Scarifying is allowed prior to shot-blasting.
 - b. Immediately before placement of penetrating polymer healer sealers on bridge decks by MDOT maintenance crews, the Contractor must clean the entire deck surface by shot-blasting. The prepared deck surface must meet the International Concrete Repair Institute Technical Guideline No. 310.2R-2013, Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays and Concrete Repair, concrete surface profile 3 (CSP 3). Traffic paint lines must be removed.
 - c. The Contractor is responsible for magnetic clean-up of steel shot upon completion of each shot-blasting operation.
 - d. The contractor is responsible for the clean-up and proper disposal of all debris and shotblasting residue.
 - e. The Contractor must mobilize to the required site and provide all materials, equipment and personnel necessary to perform the work to the satisfaction of the Engineer. Mobilization is included in the square foot cost to profile the deck.
 - f. Traffic control will be provided by MDOT.

Additional Contract Activities

1.2 Equipment Specifications Required

BW Manufacturing, Inc. SCB-1600 with BH-16 Shotblasting Head and SC-16 Scarifier Head Attachments Smith's Waterproofing, LLC currently owns three (3) shotblasting machines. We have two (2) SCB-1600 BW Shotblasters and one (1) BW D-1800, as well as four (4) SC-16 Scarifier Head attachments. If awarded this project, Smith's Waterproofing would most likely purchase a fourth machine. The concrete surface profile shall be International Concrete Repair Institute Guideline No. 03732 Concrete Surface Profile 7 (CSP-7, Heavy Shot-blast). Traffic paint lines must be completely removed.

The State will use the following criteria to determine acceptance of the Contract Activities: Each MDOT maintenance crew will have a set of ICRI Technical Guideline No. 310.2R-2013 Concrete Surface Profile Chips. The MDOT maintenance crew will compare the deck surface to the required concrete surface profile chip and make the determination that the required surface profile has been met.

3. Staffing

3.1 Contractor Representative

The Contractor must appoint 1 individual, specifically assigned to State of Michigan accounts, that will respond to State inquiries regarding the Contract Activities, answering questions related to ordering and delivery, etc. (the "Contractor Representative").

Brandon Smith (810) 614-6224

The Contractor must notify the Contract Administrator at least 7 calendar days before removing or assigning a new Contractor Representative.

3.2 Staffing Requirements/Service Capabilities

The Contractor must be able to provide all materials, equipment and personnel necessary to perform at a minimum, two different locations during the same scheduled time period, at the same time.

3.3 Customer Service Toll-Free Number

The Contractor must specify its number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 7 am to 5 pm EST. Brandon Smith Office (810) 798-2371 Toll Free (800) 669-5325 Cell (810) 614-6224

3.4 Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday - Friday 7:00 a.m. to 6:00 p.m. EST, and possible night and weekend hours depending on the requirements of the project.

3.7 Disclosure of Subcontractors

There will be NO Subcontractor or partnering with another company

4. Project Management

4.1 Project Plan

Contractor shall be given a list and schedule of bridges to shot-blast no less than 14 days prior to work is to commence.

4.2 Meetings

As needed.

5. Ordering

5.1 Authorizing Document

The appropriate authorizing document for the Contract will be a Blanket Purchase Order.

6. Invoice and Payment

6.1 Invoice Requirements

All invoices submitted to the State must include: (a) date; (b) purchase order; (c) quantity; (d) description of the Contract Activities (including description of structure where work was preformed); (e) unit price; (f) shipping cost (if any); and (g) total price. Overtime, holiday pay, and travel expenses will not be paid.

6.2 Payment Methods

The State will make payment for Contract Activities by Direct Voucher

6.3 Procedure

Submit Invoices no later than 30 days after completion of work.

Shot-Blasting Bridge Decks

EXHIBIT C PRICING

Pricing is firm for the duration of this 3 year contract. The first pricing period begins on the Effective Date. Adjustments may be requested, in writing, by either party and will take effect no earlier than the next Pricing Period, if approved.

Pricing Summary for Shot-Blasting:

Thin Polymer Overlay Prepared Deck Surface - Concrete Surface Profile 7 (CSP 7)	Price per Square Foot
Superior Region	\$0.88
North Region	\$0.79
Grand Region	\$0.70
Bay Region	\$0.70
Southwest Region	\$0.72
University Region	\$0.61
Metro Region	\$0.71
Penetrating Polymer Overlay Prepared Deck Surface - Concrete Surface Profile 3 (CSP 3)	Price per Square Foot
Superior Region	\$0.51
North Region	\$0.42
Grand Region	\$0.34
Bay Region	\$0.34
Southwest Region	\$0.36
University Region	\$0.26
Metro Region	\$0.34



STATE OF MICHIGAN

STANDARD CONTRACT TERMS

This STANDARD CONTRACT ("Contract") is agreed to between the State of Michigan (the "State") and Smith's Waterproofing, LLC ("Contractor"), a Michigan Limited Liability corporation. This Contract is effective May 1, 2015 ("Effective Date"), and unless terminated, expires on April 30, 2018.

This Contract may be renewed for up to [2] additional [1] Year Per Renewal Option

The parties agree as follows:

 Duties of Contractor. Contractor must perform the services and provide the deliverables described in Exhibit A – Statement of Work (the "Contract Activities"). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in Exhibit A.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State's operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State's quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

Notices. All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to Contractor:
Brandon Smith – Vice President 3821 Van Dyke
Almont MI 48003
Brandon@swcdllc.com
Office: (810) 798-2371
Cell: (810) 614-6224

3. Contract Administrator. The Contract Administrator for each party is the only person authorized to modify any terms and conditions of this Contract (each a "Contract Administrator"):

If to State:	If to Contractor:
Mark Morrison	Brandon Smith – Vice President 3821 Van Dyke
425 W. Ottawa	Almont MI 48003
P.O. Box 30050	Brandon@swcdllc.com
Lansing, MI 48909	Office: (810) 798-2371
MorrisonM@michigan.gov	Cell: (810) 614-6224
517-241-2343	

4. Program Manager. The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "Program Manager"):

If to State:	If to Contractor:
Jason DeRuyver	Brandon Smith – Vice President 3821 Van Dyke
Central Maintenance	Almont MI 48003
6333 Lansing Road	Brandon@swcdllc.com
Lansing, MI 48917	
DeRuyverJ@michigan.gov	Office: (810) 798-2371 Cell: (810) 614-6224
(517) 322-3342	

- 5. Performance Guarantee. Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified in Exhibit A) if, in the opinion of the State, it will ensure performance of the Contract.
- 6. Insurance Requirements. Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by an company with an A.M. Best rating of "A" or better and a financial size of VII or better.

er. Insurance Type	Additional Requirements
Commercial Genera	Liability Insurance
Minimal Limits: \$1,000,000 Each Occurrence Limit \$1,000,000 Personal & Advertising Injury Limi \$2,000,000 General Aggregate Limit \$2,000,000 Products/Completed Operations	Contractor must have their policy: (1) endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 04; (2) include a waiver of subrogation; and (3) for a claims made policy, provide 3 years of tail coverage.
Deductible Maximum:	
\$50,000 Each Occurrence	
Motor Vehic	le Insurance
Minimal Limits:	
\$1,000,000 Per Occurrence	
Workers' Comper	nsation Insurance
Minimal Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liab	oility Insurance
Minimal Limits:	
\$100,000 Each Accident	
\$100,000 Each Employee by Disease	
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If Contractor's policy contains limits higher than the minimum limits, the State is entitled to coverage to the extent of the higher limits. The minimum limits are not intended, and may not be construed to limit any liability or indemnity of Contractor to any indemnified party or other persons.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

- 7. Reserved.
- 8. Reserved.
- 9. Independent Contractor. Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.
- 10. Subcontracting. Contractor may not delegate any of its obligations under the Contract without the prior written approval of the State. Contractor must notify the State at least 90 calendar days before the proposed delegation, and provide the State any information it requests to determine whether the delegation is in its best interest. If approved, Contractor must: (a) be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities; (b) make all payments to the subcontractor; and (c) incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. Contractor remains responsible for the completion of the Contract Activities, compliance with the terms of this Contract, and the acts and omissions of the subcontractor. The State, in its sole discretion, may require the replacement of any subcontractor.
- 11. Staffing. The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 12. Background Checks. Upon request, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 13. Assignment. Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation, provide all necessary documentation and signatures, and continue to perform, with the third party, its obligations under the Contract.
- 14. Change of Control. Contractor will notify, at least 90 calendar days before the effective date, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of



Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 15. Ordering. Contractor is not authorized to begin performance until receipt of authorization as identified in Exhibit A.
- 16. Acceptance. Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("State Review Period"), unless otherwise provided in Exhibit A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted, but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with Section 23, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 17. Reserved.
- 18. Reserved.
- 19. Reserved.
- 20. Terms of Payment. Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Exhibit A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. Notwithstanding the foregoing, all prices are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims



previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at http://www.michigan.gov/cpexpress to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

21. Reserved.

- 22. Stop Work Order. The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either:

 (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or purchase order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 23. Termination for Cause. The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 24. Termination for Convenience. The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with Section 25, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 25. Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), provide all reasonable transition



assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities"). This Contract will automatically be extended through the end of the transition period.

26. General Indemnification. Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

27. Infringement Remedies. If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.



- 28. Limitation of Liability. The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action.
- 29. Disclosure of Litigation, or Other Proceeding. Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 30. State Data. All data and information provided to Contractor by or on behalf of the State, and all data and information derived therefrom, is the exclusive property of the State ("State Data"); this definition is to be construed as broadly as possible. Upon request, Contractor must provide to the State, or a third party designated by the State, all State Data within 10 calendar days of the request and in the format requested by the State. Contractor will assume all costs incurred in compiling and supplying State Data. No State Data may be used for any marketing purposes.
- 31. Reserved.
- 32. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.
 - a. Meaning of Confidential Information. For the purposes of this Contract, the term "Confidential Information" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
 - b. Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.



- c. <u>Cooperation to Prevent Disclosure of Confidential Information</u>. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.
- e. Surrender of Confidential Information upon Termination. Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any non-State Data Confidential Information is not feasible, such party must destroy the non-State Data Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party.
- 33. Reserved.
- 34. Reserved.
- 35. Reserved.
- 36. Records Maintenance, Inspection, Examination, and Audit. The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain, and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 7 years after the latter of termination, expiration, or final payment under this Contract or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

37. Warranties and Representations. Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority



to enter into this Contract; (g) all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes; and (h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under Section 23, Termination for Cause.

- 38. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.
- 39. Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.
- 40. Prevailing Wage. This Contract is subject to the Prevailing Wage Act, 1965 PA 166. Contractor must comply with the state prevailing wage law and its requirements. The classification for this project is Laborers Class 1. See the Prevailing Wage attachment for current rates.



State of Michigan

WHPWRequest@michigan.gov

Official Request 247

Requestor: MDOT

Project Statewide Shot-Blasting

Project Number:

Official 2014 Prevailing Wage Rate Schedule

for Parking Lot, Road, Highway, Bridge and Airport Construction

Issue Date:

12/11/2014

Contract must be awarded by:

3/11/2015

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Straight Time and

Double

Time

\$11.14

\$11.14

\$11.14

One Half Time Rate

Construction Mechanic Classification Code			Rate	Rate		Overtime
=======================================	: 4# ========		:2355568##	=======================================	.=======	2325552224442233
Bridge Painter						
Bridge Painter (under 30 feet) H	BPT1011 D	WAGE N	\$24.15	\$36.23	\$48.30	нннннн
	8/7/2014	FRINGE	\$11.14	\$11.14	\$11.14	
Apprentice Rates:						
1st 1,000 hours		WAGE	\$14.49	\$21.74	\$28.98	
		FRINGE	\$11.14	\$11.14	\$11.14	
2nd 1,000 hours		WAGE	\$15.70	\$23.55	\$31.40	
		FRINGE	\$11.14	\$11.14	\$11.14	
3rd 1,000 hours		WAGE	\$16.90	\$25.35	\$33.80	

FRINGE



4th 1,000 hours	WAGE	\$18.11	\$27.16	\$36.22
	FRINGE	\$11.14	\$11.14	\$11.14
5th 1,000 hours	WAGE	\$19.32	\$28.98	\$38.64
	FRINGE	\$11.14	\$11.14	\$11.14
6th 1,000 hours	WAGE	\$20.53	\$30.80	\$41.06
	FRINGE	\$11.14	\$11.14	\$11.14
7th 1,000 hours	WAGE	\$21.74	\$32.61	\$43.48
	FRINGE	\$11.14	\$11.14	\$11.14
8th 1,000 hours	WAGE	\$22.94	\$34.41	\$45.88
	FRINGE	\$11.14	\$11.14	\$11.14

Entire Upper Pennisula

Entire Upper Pennisula

Official Request #: 247

Requestor: MDOT

subcontractor shall keep posted on the

Project Description: Statewide Shot-Blasting

place, a copy of all

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Official Rate Schedule

Every contractor and

construction site, in a conspicuous

prevailing wage and fringe benefit

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Official 2014 Prevailing Wage Rate Schedule

for Parking Lot, Road, Highway, Bridge and Airport Construction

Issue Date:

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Straight Time and

Double

Time

One Half Time Rate

\$36.00

\$30.15

Construction Mechanic Classification Code

Rate

Rate

Overtime

=				
CARPENTERS				
CARPENTERS ZONE 1 X	RBCZ1 WAGE X H	\$28.59 X	\$42.89 X	хннү
	8/7/2014 FRINGE	\$25.31	\$34.11	
Apprentice Rates:				
1ST 6 MONTHS	WAGE	\$12.58	\$18.87	
	FRINGE	\$15.45	\$19.32	
2ND 6 MONTHS	WAGE	\$15.72	\$23.30	
	FRINGE	\$17.39	\$22.23	
YEAR 2	WAGE	\$18.58	\$27.87	
	FRINGE	\$19.15	\$24.87	
YEAR 3	WAGE	\$21.44	\$31.76	
	FRINGE	\$20.91	\$27.51	

CARPENTERS ZONE 1

Wayne, Oakland, Macomb, Sanilac, St. Clair, Monroe and the following townships of Livingston County

YEAR 4

WAGE

FRINGE

\$24.30

\$22.67



Brighton, Deerfield, Genoa, Hartland, Osceola and

Tyrone

comment

For all hours worked on Memorial Day, July 4, Labor Day,

Thanksgiving Day,

Christmas Day and New Years Day, double time is due

CARPENTERS ZONE 2 X	RBCZ2 X	WAGE H	\$25.74 X	\$38.61 X	Х	ннү
	8/7/2014	FRINGE	\$17.97	\$17.97		
Apprentice Rates:						
1ST YEAR		WAGE	\$15.44	\$23.16		
		FRINGE	\$17.97	\$17.97		
2ND YEAR		WAGE	\$18.02	\$27.03		
		FRINGE	\$17.97	\$17.97		
3RD YEAR		WAGE	\$20.59	\$30.88		
		FRINGE	\$17.97	\$17.97		
4TH YEAR		WAGE	\$21.88	\$32.82		

CARPENTERS ZONE 2

The entire state except those counties and

townships listed in Zone 1

comment

SUNDAYS PAID TIME AND ONE HALF

\$17.97

\$17.97

HOLIDAYS PAID DOUBLE

FRINGE

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Straight Time and

Double

Time

One Half Time Rate

Construction Mechanic Classification

Rate

Rate

\$12.59

\$12.59

Overtime

#===#===##==##==##==##==##==##==##==##==##==##==##==##==##==##==##

CEMENT MASONS

CEMICIAL MINGONS			'	
CEMENT MASONS ZONE 1 X	RBCMZ1 WAGE X H		\$44.69 X	н ннү
	8/7/2014 FRINGE	\$12.59	\$12.59	
Apprentice Rates:				
1ST YEAR	WAGE	\$17.31	\$25.96	
	FRINGE	\$12.59	\$12.59	
2ND YEAR	WAGE	\$21.44	\$32.16	
	FRINGE	\$12.59	\$12.59	
3RD YEAR	WAGE	\$25.58	\$38.37	

CEMENT MASONS ZONE 1

Genesee, Oakland, Macomb, Monroe, Washtenaw,

Wayne, Livingston and Saginaw Counties.

FRINGE



^~-	w.m	ent
COL	11111	HILL

If only Sat & Sun worked, time and one-half due

CEMENT MASONS ZONE 2 X	RBCMZ2 X	WAGE H	\$28.29 X	\$42.44 X	Н	ннү
	8/7/2014	FRINGE	\$12.59	\$12.59		
Apprentice Rates:						
1ST YEAR		WAGE	\$16.48	\$24.72		
		FRINGE	\$12.59	\$12.59		
2ND YEAR		WAGE	\$20.43	\$30.64		
		FRINGE	\$12.59	\$12.59		
3RD YEAR		WAGE	\$24.60	\$36.90		
		FRINGE	\$12.59	\$12.59		

CEMENT MASONS ZONE 2

All counties not listed in Zone 1

comment

If only Sat & Sun worked, time and one-half due

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3/11/2015

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Straight Time and

Double

Time

One Half Time Rate

Construction Mechanic Classification

Rate

Rate

Overtime

Code					
=======================================			=======	=======	
=					
IRONWORKER					
Metal Fence & Guard Rail MF D	IR-55- WAGE \$19.40 Y	\$29.10	\$38.80	Н	нрннн
	8/1/2013 FRINGE	\$18.52	\$27.78	\$37.04	
Apprentice Rates:					
datvoor	WAGE	\$10.67	\$16.00	\$21.34	

1st year	WAGE	\$10.67	\$16.00	\$21.34
	FRINGE	\$7.52	\$11.28	\$15.04
2nd year	WAGE	\$13.58	\$20.37	\$27.16
	FRINGE	\$18.52	\$27.78	\$37.04
3rd year	WAGE	\$15.52	\$23.28	\$31.04
	FRINGE	\$18.52	\$27.78	\$37.04
4th year	WAGE	\$17.46	\$26.19	\$34.92
	FRINGE	\$18.52	\$27.78	\$37.04

Lenawee

Monroe

Make up day allowed comment schedule not worked due

Four Tens allowed M-Th. Friday make-up day allowed if M-Th

to weather conditions or holiday.



IRONWORKERS

IRONWOKERS ZONE 1: Fence, RBIRZ1 D	W AGE Y	\$24.49	\$36.74	\$48.98	Х	хнхххн
sound barrier and guardrail	8/13/2014					
erection/installation work, and	8/13/2014	FRINGE	\$9.71	\$9.71	\$9.71	
exterior signage work.						
Apprentice Rates:						
60%		WAGE	\$14.69	\$22.04	\$29.38	
		FRINGE	\$8.35	\$8.35	\$8.35	
65%		WAGE	\$15.92	\$23.88	\$31.84	
		FRINGE	\$8.45	\$8.45	\$8.45	
70%		WAGE	\$17.14	\$25.71	\$34.28	
		FRINGE	\$8.56	\$8.56	\$8.56	
75%		WAGE	\$18.37	\$27.56	\$36.74	
		FRINGE	\$8.65	\$8.65	\$8.65	
80%		WAGE	\$19.59	\$29.38	\$39.18	
		FRINGE	\$8.75	\$8.75	\$8.75	
85%		WAGE	\$20.82	\$31.23	\$41.64	
		FRINGE	\$8.85	\$8.85	\$8.85	

IRONWORKERS ZONE 1

Genesee, Oakland, Macomb, Washtenaw and Wayne

Counties

Make up day allowed comment

Four 10 hour work days may be worked Monday-Saturday.

Official Request #: 247

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Double Straight Time and

One Half Time Rate Time

Data

Rate

Overtime

Construction Mechanic Classificat Code	ion		Rate	Rate		Overtime
94####################################	=======================================				· · · · · ·	
IRONWORKERS ZONE 2: Fence, H	RBIRZ2 D	WAGE Y	\$20.49	\$30.74	\$40.98	ххнххх
sound barrier and guardrail	8/13/2014					
erection/installation work, and	8/13/2014	FRINGE	\$9.71	\$9.71	\$9.71	
exterior signage work.						
Apprentice Rates:						
60%		WAGE	\$ 12. 2 9	\$18.44	\$24.58	
		FRINGE	\$8.35	\$8.35	\$8.35	
65%		WAGE	\$13.32	\$19.98	\$26.64	
		FRINGE	\$8.45	\$8.45	\$8.45	
70%		WAGE	\$14.34	\$21.51	\$28.68	
		FRINGE	\$8.56	\$8.56	\$8.56	
75%		WAGE	\$15.37	\$23.06	\$30.74	
		FRINGE	\$8.65	\$8.65	\$8.65	
80%		WAGE	\$16.39	\$24.58	\$32.78	



\$8.75	\$8.75	\$8.75	FRINGE	
\$34.84	\$26.13	\$17.42	WAGE	85%
\$8.85	\$8.85	\$8.85	FRINGE	

IRONWORKERS ZONE 2

The entire state except those counties listed in Zone

1:Genesee, Oakland, Macomb, Monroe, Washtenaw

and Wayne and Lenawee

Make up day allowed comment

Four 10 hour work days may be worked Monday-Saturday.

LABORERS

LABORERS CLASS 1 ZONE 1 X	RBLABC1Z1 X	WAGE X	\$21.90 X	\$32.85 X	X	ХН	Υ.
	8/11/2014	FRINGE	\$15.76	\$17.17			
Apprentice Rates:							
0-1000 WORK HOURS		WAGE	\$16.42	\$24.63			
		FRINGE	\$15.76	\$17.17			
1001-2000 WORK HOURS	8	WAGE	\$17.52	\$26.28			
		FRINGE	\$15.76	\$17.17			
2001-3000 WORK HOURS	5	WAGE	\$18.61	\$27.92			
		FRINGE	\$15.76	\$17.17			
3001-4000 WORK HOURS	5	WAGE	\$20.80	\$31.20			
		FRINGE	\$15.76	\$17.17			

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

Official Request #: 247

Requestor: MDOT

Official Rate Schedule



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Straight Time and

Double

One Half Time Rate

			Time	One Half	Time Rate		
Construction Mechanic Classificat	ion		Rate	Rate			Overtime
=======================================		========	=======================================				
LABORERS CLASS 1 ZONE 2 X	RBLABC1Z2 X	WAGE X	\$20.06 X		Х	хн	Y
	8/8/2014	FRINGE	\$15.55	\$16.88			
Apprentice Rates:							
0-1000 WORK HOURS		WAGE	\$15.04	\$22.56			
		FRINGE	\$15.55	\$16.88			
1001-2000 WORK HOURS	6	WAGE	\$16.05	\$24.08			
		FRINGE	\$15.55	\$16.88			
2001-3000 WORK HOURS	3	WAGE	\$17.05	\$25.58			
		FRINGE	\$15.55	\$16.88			
3001-4000 WORK HOURS	5	WAGE	\$19.06	\$28.59			

LABORERS ZONE 2

WAGE FRINGE

\$15.55

\$16.88



Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Sanilac, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren

LABORERS CLASS 1 ZONE 3 & 4 X	RBLABC1Z3 X 8/8/2014	WAGE X FRINGE	\$19.31 X \$15.55	\$28.97 X \$16.88	х	Χ⊢	ΗY
Apprentice Rates:							
0-1000 WORK HOURS		WAGE	\$14.48	\$21.72			
		FRINGE	\$15.55	\$16.88			
1001-2000 WORK HOURS	5	WAGE	\$15.45	\$23.18			
		FRINGE	\$15.55	\$16.88			
2001-3000 WORK HOURS	3	WAGE	\$16.41	\$24.62			
		FRINGE	\$15.55	\$16.88			
3001-4000 WORK HOURS	3	WAGE	\$18.34	\$27.51			
		FRINGE	\$15.55	\$16.88			

LABORERS ZONE 3

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix,
Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand
Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent,
Lake, Leelanau, Manistee, Mason, Mecosta,
Missaukee, Montcalm, Montmorency, Newaygo,
Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa,
Presque Isle, Roscommon and Wexford

LABORERS ZONE 4

Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft



Official Request #: 247

Official Rate Schedule

Requestor: MDOT

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Straight Time and

Double

Time

One Half Time Rate

Construction Mechanic Classification Code		Rate	Rate	Overtime	
=		=======	:========	=======================================	=======================================
LABORERS CLASS 2 ZONE 1 X	RBLABC2Z1 X	WAGE X	\$22.03 X	\$33.05 X	ххнү
	8/8/2014	FRINGE	\$15.76	\$17.17	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$16.52	\$24.78	
		FRINGE	\$15.76	\$17.17	
1001-2000 WORK HOURS	;	WAGE	\$17.62	\$26.43	
		FRINGE	\$15.76	\$17.17	
2001-3000 WORK HOURS	;	WAGE	\$18.73	\$28.10	
		FRINGE	\$15.76	\$17.17	

WAGE

3001-4000 WORK HOURS

\$20.93

\$31.40



FRINGE \$15.76 \$17.17

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw

and Wayne

LABORERS CLASS 2 ZONE 2 X	RBLABC2Z2 X	WAGE X	\$20.26 X	\$30.39 X	х	хнү	,
	8/8/2014	FRINGE	\$15.55	\$16.88			
Apprentice Rates:				-			
0-1000 WORK HOURS		WAGE	\$15.20	\$22.80			
		FRINGE	\$15.55	\$16.88			
1001-2000 WORK HOURS	5	WAGE	\$16.21	\$24.32			
		FRINGE	\$15.55	\$16.88			
2001-3000 WORK HOURS	5	WAGE	\$17.22	\$25.83			
		FRINGE	\$15.55	\$16.88			
3001-4000 WORK HOURS	3	WAGE	\$19.25	\$28.88			
		FRINGE	\$15.55	\$16.88			

LABORERS ZONE 2

Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Sanilac, Shiawassee, St. Cłair, St. Joseph, Tuscola, and Van Buren



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Straight Time and

Double

Construction Mechanic Classificat	tion		Time Rate	One Half Rate	Time Rate			Overtime
=	:=======	# ###	:======:	========		===	==	========
LABORERS CLASS 2 ZONES 3 & 4 X	RBLABC2Z4 X	WAGE X	\$19.52 X		Х	X	Н	Y
	8/8/2014	FRINGE	\$15.55	\$16.88				
Apprentice Rates:								
0-1000 WORK HOURS		WAGE	\$14.64	\$21.96				
		FRINGE	\$15.55	\$16.88				
1001-2000 WORK HOURS	3	WAGE	\$15.62	\$23.43				
		FRINGE	\$15.55	\$16.88				

WAGE FRINGE

WAGE

2001-3000 WORK HOURS

3001-4000 WORK HOURS

\$16.59

\$15.55

\$18.54

\$24,88

\$16.88

\$27.81



FRINGE

\$15.55

\$16.88

LABORERS ZONE 3

LABORERS ZONE 4

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix,

Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic,

Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand

Houghton, Iron, Keweenaw, Luce, Mackinac,

Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent,

Marquette, Menominee, Ontonagon and Schoolcraft

Lake, Leelanau, Manistee, Mason, Mecosta,

Missaukee, Montcalm, Montmorency, Newaygo,

Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa,

Presque Isle, Roscommon and Wexford

LABORERS CLASS 3 ZONE 1 X	RBLABC3Z1 X	WAGE X	\$22.21 X	\$33.32 X	х	ΧΙ	ΗΥ
	8/8/2014	FRINGE	\$15.76	\$17.17			
Apprentice Rates:							
0-1000 WORK HOURS		WAGE	\$16.66	\$24.99			
		FRINGE	\$15.76	\$17.17			
1001-2000 WORK HOURS	S	WAGE	\$17.77	\$26.66			
		FRINGE	\$15.76	\$17.17			
2001-3000 WORK HOURS	S	WAGE	\$18.88	\$28.32			
		FRINGE	\$15.76	\$17.17			
3001-4000 WORK HOUR	S	WAGE	\$21.10	\$31.65			
		FRINGE	\$15.76	\$17.17			

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne



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Contract must be awarded by:

3/11/2015

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Straight Time and

Double

\$16.88

\$26.13

\$16.88

\$29.20

\$15.55

\$17.42

\$15.55

\$19.47

			Time	One Half	Time Rate		
Construction Mechanic Classification Code		Rate	Rate			Overtime	
=======================================	#=====================================	=======	=======			====	###### #
LABORERS CLASS 3 ZONE 2 X	RBLABC3Z2 X	WAGE X	\$20.50 X			хн	ΙΥ
	8/8/2014	FRINGE	\$15.55	\$16.88			
Apprentice Rates:							
0-1000 WORK HOURS		WAGE	\$15.38	\$23.07			
		FRINGE	\$15.55	\$16.88			
1001-2000 WORK HOUF	RS	WAGE	\$16.40	\$24.60			

Page 30 of 60

FRINGE

WAGE

FRINGE

WAGE

2001-3000 WORK HOURS

3001-4000 WORK HOURS



FRINGE

\$15.55

\$16.88

LABORERS ZONE 2

Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Sanilac, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren

LABORERS CLASS 3 ZONES 3 & 4 X	RBLABC3Z3 X	WAGE X	\$19.81 X	\$29.72 X	ххнү
	8/8/2014	FRINGE	\$15.55	\$16.88	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$14.86	\$22.29	
		FRINGE	\$15.55	\$16.88	
1001-2000 WORK HOUR	5	WAGE	\$15.85	\$23.78	
		FRINGE	\$15.55	\$16.88	
2001-3000 WORK HOUR	6	WAGE	\$16.84	\$25.26	
		FRINGE	\$15.55	\$16.88	
3001-4000 WORK HOUR	5	WAGE	\$18.82	\$28.23	
		FRINGE	\$15.55	\$16.88	

LABORERS ZONE 3

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix,
Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand
Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent,
Lake, Leelanau, Manistee, Mason, Mecosta,
Missaukee, Montcalm, Montmorency, Newaygo,
Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa,
Presque Isle, Roscommon and Wexford

LABORERS ZONE 4

Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft



Official Request #: 247

Requestor: MDOT

subcontractor shall keep posted on the

Project Description: Statewide Shot-Blasting

place, a copy of all

rates prescribed in a

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Every contractor and

construction site, in a conspicuous

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Official 2014 Prevailing Wage Rate Schedule

for Parking Lot, Road, Highway, Bridge and Airport Construction

Issue Date:

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3/11/2015

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Straight Time and

Double

Time

One Half Time Rate

\$17.17

\$28.42

\$17.17

\$31.77

\$15.76

\$18.95

\$15.76

\$21.18

Construction Mechanic Classification Code		Rate	Rate	Overtime	
=======================================				========	
LABORERS CLASS 4 ZONE 1 X	RBLABC4Z1 X	WAGE X	\$22.29 X	\$33.44 X	ххнү
	8/8/2014	FRINGE	\$15.76	\$17.17	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$16.72	\$25.08	
		FRINGE	\$15.76	\$17.17	
1001-2000 WORK HOUR	S	WAGE	\$17.83	\$26.74	

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FRINGE

WAGE

FRINGE

WAGE

2001-3000 WORK HOURS

3001-4000 WORK HOURS



FRINGE \$15.76 \$17.17

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw

and Wayne

LABORERS CLASS 4 ZONE 2 X	RBLABC4Z2 X	WAGE X	\$20.85 X	\$31.28 X	х	хнү
	8/8/2014	FRINGE	\$15.55	\$16.88		
Apprentice Rates:						
0-1000 WORK HOURS		WAGE	\$15.64	\$23.46		
		FRINGE	\$15.55	\$16.88		
1001-2000 WORK HOURS	s	WAGE	\$16.68	\$25.02		
		FRINGE	\$15.55	\$16.88		
2001-3000 WORK HOURS	8	WAGE	\$17.72	\$26.58		
		FRINGE	\$15.55	\$16.88		
3001-4000 WORK HOURS	3	WAGE	\$19.81	\$29.72		
		FRINGE	\$15.55	\$16.88		

LABORERS ZONE 2

Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass,

Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham,

Jackson, Kalamazoo, Lapeer, Lenawee, Livingston,

Midland, Muskegon, Saginaw, Sanilac, Shiawassee,

St. Clair, St. Joseph, Tuscola, and Van Buren



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Straight Time and

Double

One Half Time Rate

			Time	One Hair	time Rate			
Construction Mechanic Classification	ion		Rate	Rate		:====	Overtime	==
=======================================		======================================						
LABORERS CLASS 4 ZONES 3 & 4 X	RBLABC4Z3 X	WAGE X	\$20.25 X		x	Χŀ	ΗY	
	8/8/2014	FRINGE	\$15.55	\$16.88				
Apprentice Rates:								
0-1000 WORK HOURS		WAGE	\$15.19	\$22.78				
		FRINGE	\$15.55	\$16.88				
1001-2000 WORK HOURS	3	WAGE	\$16.20	\$24.30				
		FRINGE	\$15.55	\$16.88				
2001-3000 WORK HOURS	5	WAGE	\$17.21	\$25.82				
		FRINGE	\$15.55	\$16.88				
3001-4000 WORK HOURS	3	WAGE	\$19.24	\$28.86				



FRINGE

\$15.55

\$16.88

LABORERS ZONE 3

LABORERS ZONE 4

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix,

Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic,

Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand

Houghton, Iron, Keweenaw, Luce, Mackinac,

Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent,

Marquette, Menominee, Ontonagon and Schoolcraft

Lake, Leelanau, Manistee, Mason, Mecosta,

Missaukee, Montcalm, Montmorency, Newaygo,

Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa,

Presque Isle, Roscommon and Wexford

LABORERS CLASS 5 ZONE 1 X	RBLABC5Z1 X	WAGE X	\$22.50 .X	\$33.75 X	X	хнү
	8/8/2014	FRINGE	\$15.76	\$17.17		
Apprentice Rates:						
0-1000 WORK HOURS		WAGE	\$16.88	\$25.32		
		FRINGE	\$15.76	\$17.17		
1001-2000 WORK HOUR	s	WAGE	\$18.00	\$27.00		
		FRINGE	\$15.76	\$17.17		
2001-3000 WORK HOUR	s	WAGE	\$19.12	\$28.68		
		FRINGE	\$15.76	\$17.17		
3001-4000 WORK HOUR	s	WAGE	\$21.38	\$32.07		
		FRINGE	\$15.76	\$17.17		

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne



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3/11/2015

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Straight Time and

Double

Time

One Half Time Rate

Construction Mechanic Classification

Rate

\$15.55

\$16.88

Rate

Overtime

Code						
=======================================	=======================================	========	356 6 85555	========	=======================================	:
LABORERS CLASS 5 ZONE 2 X	RBLABC5Z2 X	WAGE X	\$20.72 X	\$31.08 X	ххнү	
	8/8/2014	FRINGE	\$15.55	\$16.88		
Apprentice Rates:						
0-1000 WORK HOURS		WAGE	\$15.46	\$23.19		
		FRINGE	\$15.55	\$16.88		
1001-2000 WORK HOUF	:S	WAGE	\$16.49	\$24.74		

FRINGE



2001-3000 WORK HOURS	WAGE	\$17.61	\$26.42
	FRINGE	\$15.55	\$16.88
3001-4000 WORK HOURS	WAGE	\$19.68	\$29.52
	FRINGE	\$15.55	\$16.88

LABORERS ZONE 2

Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Midland, Muskegon, Saginaw, Sanilac, Shiawassee, St. Clair, St. Joseph, Tuscola, and Van Buren

LABORERS CLASS 5 ZONES 3 & 4 X	RBLABC5Z3 X	WAGE X	\$19.87 X	\$29.81 X	ххнү
	8/8/2014	FRINGE	\$15.55	\$16.88	
Apprentice Rates:					
0-1000 WORK HOURS		WAGE	\$14.90	\$22.35	
		FRINGE	\$15.55	\$16.88	
1001-2000 WORK HOUR	S	WAGE	\$15.90	\$23.85	
		FRINGE	\$15.55	\$16.88	
2001-3000 WORK HOUR	S	WAGE	\$16.89	\$25.34	
		FRINGE	\$15.55	\$16.88	
3001-4000 WORK HOUR	s	WAGE	\$18.88	\$28.32	
		FRINGE	\$15.55	\$16.88	

LABORERS ZONE 3

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix, Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent, Lake, Leelanau, Manistee, Mason, Mecosta, Missaukee, Montcalm, Montmorency, Newaygo, Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa,

LABORERS ZONE 4

Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic, Houghton, Iron, Keweenaw, Luce, Mackinac, Marquette, Menominee, Ontonagon and Schoolcraft



Presque Isle, Roscommon and Wexford

Official Request #: 247

Official Rate Schedule

Requestor: MDOT

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Official 2014 Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge and Airport Construction

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Straight Time and

Double

Time

One Half

Time Rate

Construction Mechanic Classification

2001-3000 WORK HOURS

Rate

Rate

Overtime

Code \$22.80 \$34.20 WAGE LABORERS CLASS 6 ZONE 1 RBLABC6Z1 X X H YХ \$15.76 \$17.17 8/8/2014 FRINGE Apprentice Rates: \$17.10 \$25.65 WAGE 0-1000 WORK HOURS \$17.17 **FRINGE** \$15.76 \$27.36 \$18.24 WAGE 1001-2000 WORK HOURS \$17.17 **FRINGE** \$15.76 WAGE \$19.38 \$29.07



FRINGE \$15

\$15.76

\$17.17

3001-4000 WORK HOURS

WAGE

\$21.66

\$32.49

FRINGE

\$15.76

\$17.17

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

LABORERS CLASS 6 ZONE 2 X	RBLABC6Z2 X	WAGE X	\$21.06 X	\$31.59 X	Х	хнү
	8/8/2014	FRINGE	\$15.55	\$16.88	•	
Apprentice Rates:						
0-1000 WORK HOURS		WAGE	\$15.80	\$23.70		
		FRINGE	\$15.55	\$16.88		
1001-2000 WORK HOUR	s	WAGE	\$16.85	\$25.28		
		FRINGE	\$15.55	\$16.88		
2001-3000 WORK HOUR	s	WAGE	\$17.90	\$26.85		
		FRINGE	\$15.55	\$16.88		
3001-4000 WORK HOUR	s	WAGE	\$20.01	\$30.02		
		FRINGE	\$15.55	\$16.88		

LABORERS ZONE 2

Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Jackson, Kalamazoo, Lapeer, Lenawee, Livingston,

Midland, Muskegon, Saginaw, Sanilac, Shiawassee,

St. Clair, St. Joseph, Tuscola, and Van Buren



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Requestor: MDOT

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Construction Mechanic Classification

2001-3000 WORK HOURS

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Straight Time and

Rate

Double

Time

Rate

One Half Time Rate

\$25.89

Overtime

Υ

Code				
=======================================	=======================================	.=======	<u> </u>	=======================================
=				
LABORERS OF ASS & ZONES 3 & A	DRI ARCA73	WAGE	\$20.30	\$30.45

LABORERS CLASS 6 ZONES 3 & 4	RBLABC6Z3 X	WAGE X	\$20.30 X	\$30.45 X	х	хн
	8/8/2014	FRINGE	\$15.55	\$16,88		
Apprentice Rates:						
0-1000 WORK HOURS		WAGE	\$15.22	\$22.83		
		FRINGE	\$15.55	\$16.88		
1001-2000 WORK HOUR	s	WAGE	\$16.24	\$24.36		
		FRINGE	\$15.55	\$16.88		

WAGE

\$17.26



CD	IN	┏

\$15.55

\$16.88

3001-4000 WORK HOURS

WAGE

\$19.28

\$28.92

FRINGE

\$15.55

\$16.88

LABORERS ZONE 3

LABORERS ZONE 4

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix,

·

Alger, Baraga, Chippewa, Delta, Dickinson, Gogebic,

Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand

Houghton, Iron, Keweenaw, Luce, Mackinac,

Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent,

Marquette, Menominee, Ontonagon and Schoolcraft

Lake, Leelanau, Manistee, Mason, Mecosta,

Missaukee, Montcalm, Montmorency, Newaygo,

Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa,

Presque Isle, Roscommon and Wexford

LABORERS CLASS 7 ZONES 2, 3, 4 X	RBLABC72 X	WAGE X	\$23.63 X	\$35.45 X	Х	хнү	
	8/8/2014	FRINGE	\$15.55	\$16.88			
Apprentice Rates:							
0-1000 WORK HOURS		WAGE	\$17.72	\$26.58			
		FRINGE	\$15.55	\$16.88			
1001-2000 WORK HOURS	S	WAGE	\$18.90	\$28.35			
		FRINGE	\$15.55	\$16.88			
2001-3000 WORK HOURS	S	WAGE	\$20.09	\$30.14			
		FRINGE	\$15.55	\$16.88			
3001-4000 WORK HOURS	S	WAGE	\$22.45	\$33.68			
		FRINGE	\$15.55	\$16.88			

LABORERS ZONE 2

LABORERS ZONE 3

LABORERS ZONE 4

Allegan, Barry, Bay, Berrien, Branch, Calhoun, Cass, Dickinson, Gogebic,

Alcona, Alpena, Antrim, Arenac, Benzie, Charlevoix,

Alger, Baraga, Chippewa, Delta,

Clinton, Eaton, Gratiot, Hillsdale, Huron, Ingham, Luce, Mackinac,

Cheboygan, Clare, Crawford, Emmet, Gladwin, Grand

Houghton, Iron, Keweenaw,

Jackson, Kalamazoo, Lapeer, Lenawee, Livingston, Ontonagon and Schoolcraft

Traverse, Ionia, Iosco, Isabella, Kalkaska, Kent,

Marquette, Menominee,

Midland, Muskegon, Saginaw, Sanilac, Shiawassee,

Lake, Leelanau, Manistee, Mason, Mecosta,



St. Clair, St. Joseph, Tuscola, and Van Buren

Missaukee, Montcalm, Montmorency, Newaygo,

Oceana, Ogemaw, Osceola, Oscoda, Otsego, Ottawa,

Presque Isle, Roscommon and Wexford

Official Request #: 247

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Requestor: MDOT

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Straight Time and

Double

Time

One Half

Time Rate

Construction Mechanic Classification

Rate

Rate

Overtime

Code

LABORERS CLASS 7 ZONE 1

Х

RBLABC7Z1

WAGE

\$23.87

\$35.81

X X H Y

8/8/2014 FRINGE

\$15.76

\$17.17

Apprentice Rates:

0-1000 WORK HOURS

WAGE

\$17.90

\$26.85

FRINGE

\$17.17

10001-2000 WORK HOURS

WAGE

\$15.76 \$19.10

\$28.65



	FRINGE	\$15.76	\$17.17
2001-3000 WORK HOURS	WAGE	\$20.29	\$30.44
	FRINGE	\$15.76	\$17.17
3001-4000 WORK HOURS	WAGE	\$22.68	\$34.02
	FRINGE	\$15.76	\$17.17

LABORERS ZONE 1

Genesee, Macomb, Monroe, Oakland, Washtenaw and Wayne

OPERATING ENGINEERS					
OPERATING ENGINEERS CLASS I H	RBOEC1Z1 H	WAGE H	\$26.31 H	\$39. 4 7 H	н ннү
ZONE 1& 2	8/11/2014				
	8/11/2014	FRINGE	\$25.96	\$27.94	
Apprentice Rates:					
1ST 6 MONTHS		WAGE	\$18.42	\$27.63	
		FRINGE	\$24.96	\$26.94	
2ND 6 MONTHS		WAGE	\$19.73	\$29.60	
		FRINGE	\$24.96	\$26.94	
3RD 6 MONTHS		WAGE	\$21.05	\$31.58	
		FRINGE	\$24.96	\$26.94	
4TH 6 MONTHS		WAGE	\$22.36	\$33.54	
		FRINGE	\$24.96	\$26.94	
5TH 6 MONTHS		WAGE	\$23.68	\$35.52	
		FRINGE	\$24.96	\$26.94	

OPERATING ENGINEERS ZONE 1

OPERATING ENGINEERS ZONE 2

WAGE

FRINGE

Genesee, Oakland, Macomb, Monroe, Washtenaw

6TH 6 MONTHS

The entire state except those counties listed in Zone

\$24.99

\$24.96

\$37.48

\$26.94



and Wayne counties

1:Genesee, Oakland, Macomb, Monroe, Washtenaw

and Wayne

Make up day allowed comment weather during the M-Th

4 tens allowed M-Th or T-F. If work cannot be performed due to

schedule, Friday may be worked as a make-up day.

Official Request #: 247

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Straight Time and

Double

Time

One Half Time Rate

Construction Mechanic Classification

Rate

Rate

Overtime

Code

OPERATING ENGINEERS CLASS II

RBOEC2Z1

WAGE Н

\$20.46

Н

\$30.69

Н

HHHY

ZONE 1

8/11/2014

8/11/2014 FRINGE

\$25.08

\$26.62



OPERATING ENGINEERS ZONE 1

Genesee, Oakland, Macomb, Monroe, Washtenaw

and Wayne counties

Make up day allowed comment weather during the M-Th

4 tens allowed M-Th or T-F. If work cannot be performed due to

schedule, Friday may be worked as a make-up day.

OPERATING ENGINEERS GREASE

RBOEC2Z1G Н

WAGE

\$21.59

\$32.39

HHY

TRUCK CLASS II ZONE 1

8/11/2014

8/11/2014 FRINGE

\$25.25

\$26.87

OPERATING ENGINEERS ZONE 1

Genesee, Oakland, Macomb, Monroe, Washtenaw

and Wayne counties

Make up day allowed comment weather during the M-Th

4 tens allowed M-Th or T-F. If work cannot be performed due to

schedule, Friday may be worked as a make-up day.

Н

OPERATING ENGINEERS CLASS 2

RBOEC2Z2 Н

WAGE \$20.33 Н

\$30.50 Н

H HHY

ZONE 2

8/11/2014

8/11/2014 FRINGE

\$25.06

\$26.59

OPERATING ENGINEERS ZONE 2

The entire state except those counties listed in Zone

1:Genesee, Oakland, Macomb, Monroe, Washtenaw

and Wayne

Make up day allowed comment weather during the M-Th

4 tens allowed M-Th or T-F. If work cannot be performed due to

schedule, Friday may be worked as a make-up day.

Н

OPERATING ENGINEERS GREASE

Н

RBOEC2Z2G

Н

WAGE

H

\$21.46

\$32.19

HHY



TRUCK CLASS 2 ZONE 2

T 8/11/2014

8/11/2014 FRINGE

\$25.23

\$26.84

OPERATING ENGINEERS ZONE 2

The entire state except those counties listed in Zone

1:Genesee, Oakland, Macomb, Monroe, Washtenaw
and Wayne

Make up day allowed comment weather during the M-Th

4 tens allowed M-Th or T-F. If work cannot be performed due to

schedule, Friday may be worked as a make-up day.

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Requestor: MDOT

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Straight Time and

Double

Time

One Half Time Rate

Construction Mechanic Classification Code

Rate

Rate

Overtime

OPERATING ENGINEERS CLASS III

RBOEC3Z1

Н

WAGE Н

\$19.97 Н \$29,96

Н

HHHY

ZONE 1

8/11/2014

8/11/2014 FRINGE

\$25.01

\$26.51

OPERATING ENGINEERS ZONE 1

Genesee, Oakland, Macomb, Monroe, Washtenaw

and Wayne counties

Make up day allowed comment weather during the M-Th

4 tens allowed M-Th or T-F. If work cannot be performed due to

schedule, Friday may be worked as a make-up day.

OPERATING ENGINEERS CLASS III

RBOEC3Z2

WAGE

\$19.84 \$29.76

Н

Н

HHHY

ZONE 2

8/11/2014

8/11/2014 FRINGE

\$24.99

\$26.48

OPERATING ENGINEERS ZONE 2

The entire state except those counties listed in Zone

1:Genesee, Oakland, Macomb, Monroe, Washtenaw



and Wayne

Make up day allowed comment weather during the M-Th

4 tens allowed M-Th or T-F. If work cannot be performed due to

schedule, Friday may be worked as a make-up day.

OPERATING ENGINEERS CLASS IV

H

RBOEC4Z1 W

WAGE \$19.83

\$29.75

Н

н ннү

ZONE 1

8/11/2014

Н

8/11/2014 FRINGE

\$24.98

\$26.47

OPERATING ENGINEERS ZONE 1

Genesee, Oakland, Macomb, Monroe, Washtenaw

and Wayne counties

Make up day allowed comment weather during the M-Th

4 tens allowed M-Th or T-F. If work cannot be performed due to

schedule, Friday may be worked as a make-up day.

Η

OPERATING ENGINEERS CLASS IV

Н

RBOEC4Z2

Н

WAGE \$19.56

56 \$29.34

н ннү

ZONE 2

8/11/2014

8/11/2014 FRINGE

\$24.95

\$26.42

OPERATING ENGINEERS ZONE 2

The entire state except those counties listed in Zone

1:Genesee, Oakland, Macomb, Monroe, Washtenaw

and Wayne

Make up day allowed comment weather during the M-Th

4 tens allowed M-Th or T-F. If work cannot be performed due to

schedule, Friday may be worked as a make-up day.

Official Request #: 247

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subcontractor shall keep posted on the

Every contractor and

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place, a copy of all

prevailing wage and fringe benefit

rates prescribed in a contract.

Official 2014 Prevailing Wage Rate Schedule for Parking Lot, Road, Highway, Bridge and Airport Construction

Issue Date:

12/11/2014

Contract must be awarded by:

3/11/2015

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Straight Time and

Double

Time

One Half Tim

Time Rate

Construction Mechanic Classification

Rate

Rate

Overtime

Code

Pipe and Manhole Rehab

General Laborer for rehab work or

TM247

WAGE

\$18.99 H

\$28.49

н нни

normal cleaning and cctv work-

10/15/2012

top man, scaffold man, CCTV

assistant, jetter-vac assistant

10/15/2012 FRINGE

\$8.21

\$8.21

Statewide

Tap cutter/CCTV Tech/Grout

TM247-2

WAGE

\$23.49

\$35.24

н нни

Equipment Operator: unit driver

10/15/2012



and operator of CCTV; grouting

10/15/2012 FRINGE

\$8.21

\$8.21

equipment and tap cutting

equipment

Statewide

CCTV Technician/Combo Unit

TM247-3

\$22.24 WAGE Н

Н

\$33.36 Н

HHHN

Operator: unit driver and

10/15/2012

operator of cctv unit or combo

10/15/2012 FRINGE

\$8.21

\$8.21

unit in connection with normal

cleaning and televising work

Statewide

Official Request #: 247

Requestor: MDOT

subcontractor shall keep posted on the

Project Description: Statewide Shot-Blasting

place, a copy of all

rates prescribed in a

Official Rate Schedule

Every contractor and

construction site, in a conspicuous

prevailing wage and fringe benefit

contract.



Official 2014 Prevailing Wage Rate Schedule

for Parking Lot, Road, Highway, Bridge and Airport Construction

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Straight Time and

Double

Time

One Half Time Rate

Construction Mechanic Classification Code

Rate

Rate

Overtime

WAGE

Boiler Operator: unit driver and

TM247-4

\$23.99 Н \$35.99 Η

HHHN

operator of steam/water heater

10/15/2012

units and all ancillary equipment

10/15/2012 FRINGE

\$8.21

\$8.21

Statewide

associated

Combo Unit driver & Jetter-Vac

TM247-5 Н

\$23.99 WAGE

Н

\$35.99

Н

H H H N

Operator

10/15/2012

10/15/2012 FRINGE

\$8.21

Н

\$8.21

Statewide

Pipe Bursting & Slip-lining

TM247-6

WAGE

\$24.99

\$37.49



Н

Н

Н

Н

H H H N

Equipment Operator

10/15/2012

10/15/2012 FRINGE

\$8.21

\$8.21

Statewide

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247

Official Rate Schedule

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Official 2014 Prevailing Wage Rate Schedule

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Straight Time and

Double

Time

One Half Time Rate

\$48.81

\$32.54

\$65.08

Construction Mechanic Classif	ication		Rate	Rate		Overtime
		=======================================	:=======:	3554444685		333 664442 233 54
Roadway Electrical						
Signal Tech, Communication 17 D	ec- wage Y	\$36.16	\$54.24	\$72.32	Н	ннннн
Tech, Tower Tech, Fiber Optic	8/26/2014					
Splicer	8/26/2014	FRINGE	\$15.39	\$20.46	\$25.53	
Apprentice Rates:						
1st 6 months		WAGE	\$21.70	\$32.55	\$43.40	
		FRINGE	\$11.33	\$14.37	\$17.41	
2nd 6 months		WAGE	\$23.50	\$35.25	\$47.00	
		FRINGE	\$11.83	\$15.12	\$18.41	
3rd 6 months		WAGE	\$25.31	\$37.96	\$50.62	
		FRINGE	\$12.33	\$15.87	\$19.41	
4th 6 months		WAGE	\$27.12	\$40.68	\$54.24	
		FRINGE	\$12.84	\$16.64	\$20.43	
5th 6 months		WAGE	\$28.93	\$43.40	\$57.86	
		FRINGE	\$13.35	\$17.40	\$21.45	

6th 6 months

WAGE



FRINGE

\$14.36

\$18.92

\$23.47

Statewide

Make up day allowed comment

4 10s allowed M-Th; F make up day

Operator A - operates at least 3 of

17A D EC-

WAGE \$30.63

\$45.95 \$61.26

н ннннн

the following: backhoe,

8/26/2014

excavator, directional bore or

8/26/2014 FRINGE

\$13.83

\$18.12 \$22.41

boom/digger truck.

Road Builder Statewide

Make up day allowed comment

4 10s allowed M-Th; F make-up day

Operator B - operates any 2 of the

17B D

truck

EC-

WAGE \$28.62

\$42.93 \$57.24

н ннннн

following: backhoe, excavator,

8/26/2014

directional bore or boom/digger

8/26/2014 FRINGE

\$13.27 \$17.28

\$21.29

Road Builder Statewide

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Requestor: MDOT

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Straight Time and

Double

Time

One Half Time Rate

Construction Mechanic Classification Code

Make up day allowed comment

Rate

Rate

Overtime

4 10s allowed M-Th; F make up day

Groundman

17G D

EC-WAGE

\$26.63

\$39.95

\$53.26

н ннннн

8/26/2014 FRINGE

\$12.71

\$16.44 \$20.17

Make up day allowed comment

4 10s allowed M-Th; F make up day

TRUCK DRIVERS

TRUCK DRIVERS ZONE 1 EUCLID

TD1 Н

WAGE

\$25.15

\$37.73

HHHY

TYPE EQUIPMENT

8/7/2014

8/7/2014 FRINGE

\$17.39

\$0.50

TRUCK DRIVERS ZONE 1

Genesee, Oakland, Macomb, Monroe, Livingston,



Washtenaw and Wayne

comment

4 tens allowed M-F

TRUCK DRIVERS ZONE 2 EUCLID

Н

TD2 Н

WAGE Н \$25.05 \$37.58 Н

HHHY

TYPE EQUIPMENT

8/7/2014

8/7/2014 FRINGE

\$17.39

\$0.50

TRUCK DRIVERS ZONE 2

The entire state except those counties listed in Zone

1: Genesee, Oakland, Macomb, Monroe, Livingston,

Washtenaw and Wayne

comment

4 tens allowed M-F

TRUCK DRIVERS ZONE 1 8 YARD

Н

TD81 Н

WAGE Н \$25.00 Η

\$37.50 Η

HHHY

CAPACITY OR GREATER

8/7/2014

8/7/2014 FRINGE

\$17.39

\$0.50

TRUCK DRIVERS ZONE 1

Genesee, Oakland, Macomb, Monroe, Livingston,

Washtenaw and Wayne

comment

4 tens allowed M-F

Official Request #: 247

Requestor: MDOT

subcontractor shall keep posted on the

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Project Description: Statewide Shot-Blasting

Official Rate Schedule

Every contractor and

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Straight Time and

Double

Time

One Half Time Rate

Construction Mechanic Classification

Rate

Rate

Overtime

Code

TRUCK DRIVERS ZONE 2 8 YARD

TD82 Н

WAGE

\$24.90

\$17.39

\$37.35 Н

HHHY

CAPACITY OR GREATER

8/7/2014

8/7/2014 FRINGE

\$0.50

TRUCK DRIVERS ZONE 2

The entire state except those counties listed in Zone

1: Genesee, Oakland, Macomb, Monroe, Livingston,

Washtenaw and Wayne

comment

4 tens allowed M-F

TRUCK DRIVERS ZONE 1 ALL

TD91 Н

WAGE \$24.90 Н

\$37.35 Н

HHHY

TRUCKS OF 8 CUBIC YARD

8/7/2014

CAPACITY OR LESS (except dump

8/7/2014 FRINGE

\$17.39

Н

\$0.50

trucks of 8 cubic yard capacity or

over, tandem axle trucks, transit



mix and semis, euclid type equipment, double bottoms and low boys)

TRUCK DRIVERS ZONE 1

Genesee, Oakland, Macomb, Monroe, Livingston.

Washtenaw and Wayne

comment

4 tens allowed M-F

TRUCK DRIVERS ZONE 2 8 Н

TD92 Н

WAGE Н

\$24.80 \$37.20

HHHY

CUBIC YARD CAPACITY OR LESS

8/7/2014

(except dump trucks of 8 cubic

8/7/2014 FRINGE

\$17.39

\$0.50

yard capacity or over, tandem axle

trucks, transit mix and semis,

euclid type equipment, double

bottoms and low boys)

TRUCK DRIVERS ZONE 2

The entire state except those counties listed in Zone

1: Genesee, Oakland, Macomb, Monroe, Livingston,

Washtenaw and Wayne

comment

4 tens allowed M-F

Official Request #: 247

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Official Rate Schedule



subcontractor shall keep posted on the

Every contractor and

Project Description: Statewide Shot-Blasting

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place, a copy of all

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contract.

- 41. Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or mental or physical disability. Breach of this covenant is a material breach of this Contract.
- 42. Unfair Labor Practice. Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 43. Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process.
- 44. Non-Exclusivity. Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 45. Force Majeure. Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 46. Dispute Resolution. The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely, or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b)



to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 47. Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State.
- 48. Website Incorporation. The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 49. Order of Precedence. In the event of a conflict between the terms and conditions of the Contract, the exhibits, a purchase order, or an amendment, the order of precedence is: (a) the purchase order; (b) the amendment; (c) Exhibit A; (d) any other exhibits; and (e) the Contract.
- 50. Severability. If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 51. Waiver. Failure to enforce any provision of this Contract will not constitute a waiver.
- 52. Survival. The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 53. Entire Contract and Modification. This Contract is the entire agreement and replaces all previous agreements between the parties for the Contract Activities. This Contract may not be amended except by signed agreement between the parties (a "Contract Change Notice").